### REQUEST FOR PROPOSAL ARPA F350 BID #2022-11-APRA-F350

DATE: March 15, 2022

The Galveston County Food Bank
624 4<sup>th</sup> Ave N
Texas City, TX 77590
Phone (409) 945-4232
Website http://www.galvestoncountyfoodbank.org

#### **USDA Nondiscrimination Statement**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the <u>USDA Program Discrimination Complaint Form</u>, (AD-3027) found online at: <a href="http://www.ascr.usda.gov/complaint\_filing\_cust.html">http://www.ascr.usda.gov/complaint\_filing\_cust.html</a>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

The Galveston County Food Bank (GCFB) is securing bids for a heavy duty pickup truck to pull a new 272 square foot (8X32 feet) Cooking Demonstration Trailer. The purpose of the cooking demonstration trailer is to promote nutritious cooking and enhance an understanding of good nutrition among seniors, families and individuals living in Galveston County. GCFB will be adding the following vehicle:

 2022 Ford Super Duty F-350 XL Crew Cab, 8' Box, 6.7L Power Stroke V8 Turbo Diesel Engine, TorqShift 10-Speeed Automatic Transmission, 3.55 Limited Slip Axle Ratio, 4X4, DRW

Vehicle is to be delivered to the Galveston County Food Bank located at: 624 4th Ave N, Texas City, TX 77590.

The Galveston County Food Bank (GCFB) is requesting bids to replace the vehicles listed.

### **GENERAL CONDITIONS FOR BIDDERS:**

### Delivery

The Galveston County Food Bank is located at 624 4th Ave N, Texas City, TX 77590

#### **Submission Guidelines**

The Galveston County Food Bank is a tax exempt 501(c)(3) non-profit, our Tax Exemption Certificate shall be provided to the awarded bidder.

Bidding begins March 15, 2022 and ends at 5:00 PM on May 2, 2022 at the Galveston County Food Bank.

- 1. Bids shall be executed and submitted via e-mail. Please submit to Donnie Van Ackeren donnie@galvestoncountyfoodbank.org
  - a. Please include in the Email Subject Line: 2022-11-ARPA-F350
    - 2. Bids will be opened at 10:00 AM, May 2, 2022
    - 3. Should you have any questions concerning this request for proposals, please let us know via email jeff@galvestoncountyfoodbank.org.

Sincerely,

Donnie Van Ackeren President Galveston County Food Bank

## **REQUEST FOR PROPOSALS**

This document contains a Request for Proposals for cardboard boxes and packaging materials. The Houston Food Bank operates TEFAP, CSFP, SFSP, and CACFP established by the United States Department of Agriculture and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the award between the successful bidder and the Institution. (Accepting a bid does not constitute acceptance of the contract.)

### Soliciting Institution:

Galveston County Food Bank 624 4<sup>th</sup> Ave N Texas City, TX 77590 (409) 945-4232

(409) 945-4232
Bid number: 2022-11-ARPA-F350
Bid Issue Date: March 15, 2022
Bid Due Date: April 15, 2022
Bid Opening Date: May 2, 2022
Prompt Payment Discount: % for payment within days (completed by bidder)
Total Estimated Amount of Bid: (completed by bidder - in lieu of completing, bidders may supply additional bid amount detail on attachment)

By submission of this bid, the bidder certifies that, in the event he receives an award under this solicitation, he shall operate in accordance with all applicable, current program regulations.

Name of Bidder:	Name of Authorized Representative:	
Print or Type Name of Company Street Address:	Print or Type Name of Representative	
City, State, and Zip Code:	Signature of Representative	
Telephone Number:	Title:	
Bid Name & Number:	CCEPTANCE Institution Name:	
2022-11-ARPA-F350 Institution's Authorized Representative:	Galveston County Food Bank	
Donnie Van Ackeren Title: President and CEO	Institution Signature	
	Data:	

# Certificate of Independent Price Determination

- (a) By submission of this bid, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to its own organizations, that in connection with this procurement:
  1. The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of
  - any other bidder or with any competitor;
    Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor; and

restricting competition, as to any matter relating to such prices with

3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit, a bid for the purpose of restricting competition.

	restricting competition.					
(b)	Each person signing this bid certifies that:					
	The person in the bidder's organization is responsible within that					
	organization for the decision as to the prices being offered herein and					
	that he has not participated, will not participate, in any action contrary to (a)(1) through (a)(3) above; or					
	☐The person in the bidder's organization is not responsible within that					
	organization for the decision as to the prices being offered herein but					
	that he has been authorized in writing to act as agent for the persons					
	responsible for such decision in certifying that such persons have not					
	participated and will not participate, in any action contrary to (a)(1)					
	through (a)(3) above, and as their agent does hereby so certify; and he					
	has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.					
Signature	e of bidder's authorized representative					
Title	Date					
In accept	ing this bid, the Institution certifies that the Institution's officers.					
	es or agents have not taken any action which may have jeopardized the					
	ence of the bid referred to above. (Accepting a bid does not constitute					
acceptan	cceptance of the contract.)					

Signature of Authorized Institution Representative

**Note:** Institution and Bidder shall execute this Certificate of Independent Price Determination.

#### Instructions to Bidders

#### 1. Definitions

#### As used herein:

- a) The term "bid" means an offer to perform the work described in this Request for proposals at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- b) The term "bidder" refers to a company submitting a bid in response to this Request for proposals.
- c) The term "contractor" means a successful bidder who is awarded a contract by an Institution under The Emergency Food Assistance Program (TEFAP), Commodity Supplemental Food Program (CSFP), Child and Adult Care Food Program (CACFP), and Summer Food Service Program (SFSP) under the U. S. Department of Agriculture.
- d) The term "Request for proposals", hereafter referred to as RFP, means the document soliciting bids through the formal advertising method of competitive sealed bid procurement.
- e) The term "Institution" means the Galveston County Food Bank that operates TEFAP, CSFP, CACFP, and SFSP Program which is issuing this RFP.
- f) The Institution's contact is Donnie Van Ackeren, President or Jeff Gordon, Special Projects <u>Donnie@galvestoncountyfoodbank.org</u> or <u>jeff@galvestoncountyfoodbank.org</u>.
- g) The term "responsive" means the bidder conforms to all material terms and conditions of the RFP.
- h) The term "responsible" means the bidder is capable of successfully performing under the terms and conditions of the contract.

Other terms shall have the meanings ascribed to them in TEFAP, CSFP, CACFP, and SFSP regulations.

#### 2. Submission of Bids

- a) Bidders are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this RFP. Failure to do so shall be at the bidder's risk.
- b) Bids shall be executed and submitted by email.
- c) The copy marked "original" shall be governing should there be a variance between that copy of the bid and other copies submitted by the bidder. No

changes in the specifications or general conditions are allowed. Erasures on this bid shall be initialed by the bidder prior to submission.

- If accepted, this RFP will be signed by an authorized representative of the Institution and a fully executed copy will be forwarded to the successful bidder as the notice of award.
- d) The successful bidder shall provide a contract, using the specifications outlined in this RFP to the Galveston County Food Bank by 5:00 PM April 15, 2022 to the attention of Donnie Van Ackeren, <a href="mailto:donnie@galvestoncountyfoodbank.org">donnie@galvestoncountyfoodbank.org</a>.
- e) An interested party may protest the solicitation, the cancellation of the solicitation, or the award or proposed award of a contract in writing by contacting The GCFB President via email at donnie@galvestoncountyfoodbank.org.

Failure to comply with any of the above shall be reason for rejection of the bid.

#### 3. Explanation to Bidders

Any explanation/questions desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested by email to donnie@galvestoncountyfoodbank.org by 5:00 PM on April 15, 2022 to allow sufficient time allowed for a reply to reach all bidders before bid opening.

Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective bidder concerning an RFP shall be furnished to all prospective bidders as an amendment to the RFP if such information is necessary to bidders in submitting bids on the RFP or if the lack of such information would be prejudicial to uninformed bidders.

#### 4. Acknowledgment of Amendments to Submitted Bids

Receipt of an amendment to a bid by a bidder must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

#### 5. Discounts

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the Institution indicates that such discounts are generally taken).

#### 6. Bidders Having Interest in More than One Bid

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

### 7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the RFP of the Institution no later than the exact time and date indicated on the face of this RFP. Bids received prior to the time of opening will be securely kept, unopened.

#### 8. Error in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so shall be at the bidder's own risk and he cannot secure relief on the plea of error.

#### 9. Award of Contract

- a) The contract will be awarded to the best responsive and responsible bidder meeting the specific requirements.
- b) The Institution reserves the right to reject any or all bids when there are sound documented business reasons in the best interest of the Program and to waive informalities and minor irregularities in bids received.
- c) The Institution reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder who investigation shows is not in a position to perform the contract. Other factors that may be considered include, but are not limited to the bidder's integrity, compliance with public policy, and financial and technical resources.

#### 10. Late Bids, Modifications of Bids or Withdrawals of Bids

- a) Any bid received after the exact time specified for receipt will not be considered.
- b) A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c) The only acceptable evidence to establish the date of emailing of a late bid, modifications or withdrawal is providing evidence of the sent time of the email in the form of a screenshot displaying the time and date with the subject line listed above.

#### 11. Confidentiality

- a) Bidder covenants that all data, documents, discussion, or other information developed or received by bidder or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Bidder without written authorization by GCFB.
- b) GCFB shall grant such authorization if disclosure is required by law. Bidder's covenant under this Section shall survive the termination of this Agreement.

#### 12. Addition and Removal of Locations

- a) GCFB is required periodically to increase or decrease its fleet size and locations due to changes in demand.
- b) GCFB needs the flexibility to communicate these changes to the contractor and easily update the contract under the existing contract terms and without incurring excessive additional cost for the changes.

### 13. Bidder Selection

GCFB intends to select the bid with the best value based on the scoring matrix, but it reserves the right to choose multiple bidders in order to meet the needs of GCFB.

#### **Section 4 Scope**

The Galveston County Food Bank (GCFB) is securing bids for a heavy duty pick-up truck to pull a new 272 square foot (8X32 feet) Cooking Demonstration Trailer. The purpose of the cooking demonstration trailer is to promote nutritious cooking and enhance an understanding of good nutrition among seniors, families and individuals living in Galveston County. Demonstrations will be live and recorded for later viewing on YOUTUBE.com and <a href="www.galvestoncountyfoodbank.org">www.galvestoncountyfoodbank.org</a> (Galveston County Food Bank website). A licensed nutritionist in the state of Texas manages this program. GCFB will be adding the following vehicle:

 2022 Ford Super Duty F-350 XL Crew Cab, 8' Box, 6.7L Power Stroke V8 Turbo Diesel Engine, TorqShift 10-Speeed Automatic Transmission, 3.55 Limited Slip Axle Ratio, 4X4, DRW

#### Vehicle Specifications are attached

- 1. The Galveston County Food Bank (GCFB) is requesting bids for:
  - a. One (1) 2022 Ford Super Duty F-350 XL Crew Cab, 8' Box, 6.7L Power Stroke V8 Turbo Diesel Engine, TorqShift 10-Speeed Automatic Transmission, 3.55 Limited Slip Axle Ratio, 4X4
  - b. Truck to include pricing for a 60 Month / 250,000 Mile warranty (Engine and After treatment) or Similar, which is your standard warranty the GCFB purchases
- 2. Truck is to be delivered to the GCFB warehouse, 624 4th Ave. N in Texas City.
- 3. Please see attached specification sheet for vehicle.
- 4. Provide instructions and assistance for product warranties.
- 5. Provide estimated delivery date
- 6. Any catalog, brand name or manufacturer's references used in this RFB is descriptive only (not restrictive) and is to indicate type and quality desired. Bids of like nature and quality will be considered unless advertised under a proprietary justification.
  - If bidding on other than referenced brand(s) specified, Bidder <u>must</u> submit as part of their bid the following:
  - An exception list to indicate where the alternate product(s) quoted differs from that specified.
  - Descriptive literature, illustrations, and/or specifications of quoted product(s).
  - NOTE: If no exception is taken to reference data or specifications, Bidder will be required to furnish the exact brand name(s)/product(s) as specified.
- 7. Price to include delivery to GCFB, 624 4th Ave N., Texas City TX
- 8. Please provide 3 references

## **Section 5 Submission Criteria**

Provide the following information in the response lines below or attached to the submitted RFP.

A. Costs – The purchase price plus the total long-term cost to the Galveston County Food Bank to acquire the Contractor's goods or services. Please provide details about the type of pricing used (i.e. Bill Rate, Mark-up, etc) by Contractor and break down the different elements of the pricing including fees, taxes, etc. Provide any additional cost details in the lines below:	е
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	_
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	-
B. Description of Bidder – include locations of offices and persons responsible services and point of contact for Galveston County Food Bank.	for
	_
	_
	_
	_
	_
C. Statement of understanding of the services requested – include a narrative and wo plan outlining an approach for addressing the requirements of the RFP	ork
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D. Quality of testimonials ar	<i>previous wo</i> nd references	ork – Example	es of supplie	s requested	as well	as clie
E. Statement of scope of service contractor's feet minimum of 3 s	ces – copies d deral income t	of recent audit, tax return with	, a current fina	ıncial statem	ent or a co	opy of th

echnical exp	ertise and experience
	services: Additional services outside the listed scope of services supple. green initiative and social responsibility, inventory management, etc.
	*
<i>proposal.</i> Add WBE), Disad	information the bidder deems appropriate to assist in evaluating ditional points will be awarded to Minority (MBE), HUB, Women-own vantaged (DBE), Persons with Disabilities (PDBE), Veteran (VBE), Serveran (SDVBE) or Small (SBE) Business Enterprises with proof of the

## **Evaluation of Bidders**

ach bidder will be evaluated on the following factors:	Total Possible Points
1 copy of the bid submitted by email with signatures	Required
<ul> <li>Bidder representative signatures:</li> <li>RFP Solicitation – pg. 4</li> <li>Certificate of Independent Price Determination – pg. 5</li> <li>Clean Air and Water Certification – pg. 23</li> <li>Form AD-1048 – pg. 24</li> <li>Certification Regarding Lobbying – pg. 27</li> </ul>	Required
A. Cost of Goods and Services	55
B. Description of Bidder	5
C. Statement of Understanding	8
D. Quality of previous work	7
E. Statement of the bidders' qualifications and financial capability - higher points given to complete financial, tax or audit records and references from 3 sources.	5
F. Technical Expertise and Experience	5
G. Additional Services	5
H. Additional relevant information - higher points given to those with proof of certification.	10
Max Possible Points	100

#### **General Conditions**

### 1. Length of Contract

This contract will be in effect for Click 12 months beginning May 2, 2022 or date of agreement approval by the Galveston County Food Bank\_and shall end April 30, 2023, with the option to renew for one (1) additional year.

#### 2. Payment

Invoices should be e-mailed to: PAYABLES@galvestoncountyfoodbank.org

It is the Galveston County Food Bank's policy to pay in full in net 30 days.

### 3. Termination Clause

The successful bidder's contract must include the following termination provisions:

- a) For cause by Institution or contractor with thirty (30) days written notification.
- b) The Institution's right to terminate If the contractor fails to comply with any of the requirements of the contract. The Institution shall notify the contractor of specific instances of noncompliance, in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Institution shall have the right, upon written notice, of immediate termination of the contract and the contractor shall be liable for any damages incurred by the Institution. The Institution shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- c) The Institution shall, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found by the Institution that gratuities in the form of entertainment, gifts, favors, anything of monetary value or otherwise were offered or given by the contractor or contractor's employees or subcontractors to any officer, employee or agent of the Institution.
- d) In the event this contract is terminated as provided in paragraph (b) hereof, the Institution shall be entitled: (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor;
- e) and (ii) as a penalty, in addition to any other damages in any amount which shall not be less than three, nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.
- f) The rights and remedies of the Institutions provided in this clause, shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

#### **General Provisions**

### **Equal Opportunity**

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of the contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- b) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures

authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

g) The contractor will include the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or Institution. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Institution as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 USC 7413(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

- a) The contractor agrees as follows:
  - i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [42 USC 7414] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq.], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
  - ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
  - iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
  - iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:

- i) The term "Air Act" means the Clean Air Act, as amended [42 USC 7401, et seq.].
- ii) The term "Water Act" means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.].
- iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 7410], an approved implementation procedure or plan under Section 111(d), respectively, of the Air Act [42 USC 7411] or Section 111(d), respectively, of the Air Act [42 USC 7411], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 7412].
- iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

#### Clean Air and Water Certification

The bidder certifies as follows:

a)	) Any facility to be utilized in the performance of this proposed contract has ☐, has not ☐ been listed on the Environmental Protection Agency List of Violating Facilities.		
b)	He will promptly notify the Contracting Officer, prior to award, of the recommunication from the Director, Office of Federal Activities, U. S. Envertection Agency, indicating that any facility which he proposes to use performance of the contract is under consideration to be listed on the Violating Facilities.	vironmental e for the	
c)	He will include substantially this certification, including this paragraph of nonexempt subcontract.	;) in every	
Sig	nature of Authorized Representative, Bidder	Date	

### Energy Policy and Conversation Act (42 USC 6201, et seg.)

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201, et seq.)

## Contract Work Hours and Safety Standards Act-Overtime Compensation

The contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 USC 3702, 3704, as supplemented by Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, contractor shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

#### U. S. DEPARTMENT OF AGRICULTURE

# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 417, Section 417.332, Participants' responsibilities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name Name	PR/Award Number or Project		
Name(s) and Title(s) of Authorized	Representative(s)		
Signature(s)	Date		

Form AD-1048 (1/92)

#### Instructions for Certification

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction", "debarred", "suspended", "ineligible", lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

# PROCUREMENT Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of GCFB in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of GCFB in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language the award documents for all covered sub-av- funds at all appropriate tiers and that all sub- accordingly.	vards exceeding \$100,000 in Federal
	_
Name/Address of Organization	_
Name/Title of Submitting Official	
Signature	Date

# **Disclosure of Lobbying Activities**

# Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

disclosure.)

(See next page for public burden Approved by OMB

0348-0046

1. Type of Federal Action:a. contractb. grantc. cooperative agreementd. loane. loan guaranteef. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial offering b. material change  For Material Change Only:     Year     Quarter     Date of last report	
4. Name and Address of Reporting Entity:  Prime Sub-awardee, Tier if known		5. If Reporting Entity i Name & Address Of F	n No. 4 is Sub-awardee, Enter Prime:	
Congressional District, if known:		Cong	ressional District, if known:	
6. Federal Department/Agency:		7. Federal Program Name/Description:		
		CFDA Number, if app.	licable:	
8. Federal Action Number, if known:		9. Award Amount, <i>if ki</i>	nown:	

10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	b. Individuals Performing Services (Incl. Address if different from No. 10a) (last name, first name, MI):		
(Attach continuation sheet(s) if necessary)			
11. Amount of Payment (check all that apply):	13. Type of Payment (check all that apply):  ☐ a. retainer ☐ b. one-time fee ☐ c. commission		
Actual Planned  12. Form of Payment (check all that apply):  a. cash b. in-kind; specify:	☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:		
nature value			
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:			
(Attach	continuation sheet(s) if necessary)		
15. Continuation Sheet(s) atta	ached: Yes No		
16. Information requested through this form is authorized article 31 U.S.C. section 1352 This disclosure of lobbying activities is a material representation of fact upon where the section of the sectio	Print Name: Title:		
reliance was placed by the tie above when this transaction was made or entered into. This disclosure is required pursuant 31 U.S.C. 1352. This informa	r Telephone No: Date:		

will be reported to the Congress	
semi-annually and will be	
available for public inspection.	
Any person who fails to file the	
required disclosure shall be	
subject to civil penalty of not less	
than \$10,000 and not more than	
\$100,000 for each such failure.	
Federal Use Only:	
Authorized for Local Reproduction of: Standard Form - LLL	

# 2022 Super Duty F-350 XL



# Model

 2022 Ford Super Duty F-350 XL Crew Cab, 8' Box, 6.7L Power Stroke® V8 Turbo Diesel Engine, TorqShift® 10-speed Automatic Transmission, 3.55 Limited Slip Axle Ratio, 4X4,

# Paint<sup>S4</sup>

- Oxford White
- No Secondary Color

# Powertrain<sup>S4</sup>

- 6.7L Power Stroke® V8 Turbo Diesel Engine
- 4X4
- TorqShift® 10-speed Automatic Transmission
- 3.55 Limited Slip Axle Ratio

# Packages<sup>S4</sup>

- STX Appearance Package
- Power Equipment Group
- FX4 Off-Road Package
- Heavy Service Front Suspension Package
- Ultimate Trailer Tow Camera System with Pro Trailer Backup Assist™
- 11,400 (SRW)/13,000 (DRW Only) GVWR Package

# Exterior<sup>S4</sup>

- 17" Forged Polished Aluminum Wheels with Bright Hub Cover and Center Ornament (DRW)
- Skid Plates Transfer Case and Fuel Tank .
- Electronic Shift-On-The-Fly (ESOF)
- BoxLink™
- BLIS® (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow

- · LLD ROOT Market/ Creatatice Fattips 40
- · Bedliner Tough Bed® Spray-in
- Rear Window Defrost with Privacy Glass
- Pre-Collision Assist with Automatic Emergency Braking (AEB) and Forward Collision
   Warning (1)
- Tailgate Step
- LT245/75Rx17E BSW A/T Tires
- Manual Telescoping Trailer Tow Mirrors with Power Heated Glass and Integrated Clearance Lamps and Turn Signals  $^\circ$

# Interior<sup>S4</sup>

- Medium Earth Gray
- HD Vinyl Split Bench 40/20/40 Front Seats
- Cruise Control
- Integrated Trailer Brake Controller
- Ultimate Trailer Tow Camera System with Pro Trailer Backup Assist™
- 110-Volt/400-Watt AC Outlet
- Upfitter Switches
- Floor Covering Carpet Delete
- AM/FM Stereo with MP3 Player <sup>1</sup>
- SYNC® 3

#### Standard Features

#### **Exterior Features**

- Bumpers, front and rear black painted steel with front grained molded-in-color top cover and black lower air dam
- · Door Handles black
- Grille Black bar-style
- Headlamps Quad Dual-Beam Halogen
- Mirrors Manual Telescoping/Folding Trailer Tow with Manual Glass
- Tailgate Removable w/key lock
- Tie-down hooks pickup box
- Tow hooks (2) front, black
- Glass rear, solar tinted
- · Window Rear, Fixed
- Window rear, defrost fixed and privacy glass

#### Interior Features

- Air Conditioning Manual Temperature Control
- Dash-top tray
- Floor Covering black vinyl
- Carpet Delete
- Grab handles driver and front passenger and roof ride handles; front passenger (also over rear doors with Crew Cab)
- Headliner color coordinated cloth
- Instrument Cluster 2.3" Productivity
   Screen
- Two (2) Powerpoint in instrument panel
- 1 USB Port in Lower Center Console
- Rear View Camera—Tailgate Mounted
- Steering Wheel Audio Controls
- Steering Wheel Black Molded Polyurethane
- Storage Front Arm Rest Storage (40/20/40 Seating)
- Visors with passenger-side uncovered mirror

#### Hotspot

- Ford Telematics<sup>™</sup> (fleet only)
- Ford Data Services<sup>™</sup> (fleet only)
- Operator-Commanded Regeneration with Active Inhibit (diesel engine only)
- Audio AM/FM Stereo, (4 Speakers regular cab, 6 speakers Super Cab and Crew Cab)
- SYNC®
- Seats Front, HD Vinyl 40/20/40 Split Bench
- Seats Medium Earth Gray Vinyl
- Seats Front, Manual Lumbar Support,
   Driver Side
- Seats Rear, Vinyl 60/40 Fold-Up Bench Seat (SuperCab)
- Seats Rear, 60/40 Flip-Up/Fold-Down Bench Seat (Crew Cab)

- Tire Pressure Monitoring System (TPMS) -SRW/F-350 DRW Only
- Alternator 157-amp 6.2L
- Alternator 240-amp 7.3L
- Alternator 175-amp 6.7L
- Axle Twin I-beam front axle with coil spring suspension – 4x2 (F-250, F-350)
- Axle Mono-beam front axle with coil spring suspension – 4x4 (F-250, F-350)
- Brakes Four-wheel disc Anti-lock Brake System (ABS)
- AdvanceTrac<sup>™</sup> with RSC<sup>®</sup> (Roll Stability Control<sup>™</sup>) and Trailer Sway Control
- Trailer Sway Control
- 29 Gallon Fuel Tank (Diesel Engine) 142" (Regular Cab) & 148" (SuperCab 6.75ft box) Wheelbase
- 34 Gallon Fuel Tank (Diesel Engine) –
   160" (SuperCab 8ft box) & 164" (Crew Cab 6.75ft box) Wheelbase
- 34 Gallon Fuel Tank (Gas Engine) NA 176" (Crew Cab 8ft box) Wheelbase
- 48 Gallon Fuel Tank (Gas Engine) 176"
   (Crew Cab 8ft box) Wheelbase
- 48 Gallon Fuel Tank (Diesel Engine) –
   176" (Crew Cab 8ft box) Wheelbase
- Shock absorbers heavy-duty gas
- Stabilizer bar front
- Stationary Elevated Idle Control (SEIC)
- Steering damper.
- Trailer Hitch Receiver 2.5" Built Ford Tough® Trailer Hitch Receiver
- Trailer Hitch Receiver 3" Built Ford Tough® Trailer Hitch Receiver
- Transfer Case Electronic Shift-On-the-Fly (ESOF) 4-Wheel-Drive System (4x4 models only)
- Engine 6.2L SOHC 2-valve Flex Fuel V8 (F-250/350)
- Transmission TorqShift® 10-speed Automatic with Selectable Drive Modes: Normal, Slippery, Tow/Haul, Eco and Deep Sand/Snow
- Diesel Engine-Exhaust Brake (diesel engine only)
- Wheels 17-inch Argent-Painted Steel (SRW)
- Wheels 17-inch Argent-Painted Steel (DRW)
- LT245/75Rx17E BSW A/S
- Tire Spare, wheel, lock and frame-

(Regular Cab and Supercab Only)

- · Airbags Front Seat Side
- Safety Canopy<sup>®</sup> System with side-curtain airbags
- Belt-Minder<sup>®</sup>, chime and flashing warning light on instrument cluster if belts not buckled
- Child tethers (Regular Cab, front passenger and all rear seating positions)
- Seat Belts color coordinated with height adjustment (front outboard seating positions only)
- SOS Post Crash Alert System
- SecuriLock® Passive Anti-Theft System
- MyKey®

Your Configuration: 2022 Ford Super Duty F-350 XL Crew Cab, 8' Box, 6.7L Power Stroke® V8 Turbo Diesel Engine, TorqShift® 10-speed Automatic Transmission, 3.55 Limited Slip Axle Ratio, 4X4, DRW

Note. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.

SI

Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of options.

For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

**S2.** 

images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

S3,

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

S4.

The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5. Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price

all AXZ Plan customers will qualify for the Plan pricing shown. Actual monthly payment is based on a variety of factors, including differing financing or leasing terms, accessory prices and installation costs. Financing payment calculations are estimates only, and are based on amount of down payment, APR and term. Lease payment calculations are estimates only, and are based on an annual mileage calculation determined by your dealer. A charge is assessed for any mileage driven that exceeds this limit. Lessee is responsible for \$395 lease Disposition Fee in select states. Not all buyers will qualify for financing or a lease. Contact your local Ford or Lincoln Dealer for details.

#### 57

While dealer inventory is generally updated on a daily basis, there are no guarantees that the inventory shown will be available at the dealership. Mid-model-year manufacturing changes, as well as dealer-added accessories on the actual vehicle may differ from the options and features listed. Vehicles that are identified as 'Exact Matches' may have a different price or different features not represented on the site. We make every effort to provide you with the most accurate, up-to-date information, however, only your local Ford dealer can provide you with information regarding actual vehicle availability.

#### **S8**

Dealer Accessories are defined as items that do not appear on the factory window sticker that are installed by a Ford or Lincoln Dealers. Actual Prices for all accessories may vary and depend upon your dealer. Prices DO NOT include installation or painting, which may be required for particular items. Please check with your authorized dealer for complete pricing accuracy for all accessories and parts.

Genuine Ford Accessories will be warranted for whichever provides you the greatest benefit: 12 months or 12,000 miles (whichever occurs first) or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicles Warranty. Contact your local Ford, Lincoln or Mercury dealer for details and a copy of the limited warranty.

Ford Licensed Accessories (FLA) are warranted by the accessories manufacturer's warranty. Contact your Ford, Lincoln or Mercury Dealer for details regarding the manufacturer's limited warranty and/or a copy of the FLA product limited warranty offered by the accessory manufacturer.

Most Ford Racing Performance Parts are sold with no warranty. Ford Racing Performance Parts are sold "As Is", "With All Faults", "As They Stand" and without any express warranty whatsoever, unless otherwise expressly designated herein. To determine which parts come with a warranty from the original manufacturer, or from Ford Racing, please contact the Ford Racing Techline at (800) FORD788.

#### S9.

The "Trade-In Value" of your vehicle is an estimate, only, and many factors that cannot be assessed without a physical inspection of the vehicle may affect actual value. For purposes of this website, we use the services of a third-party vendor to provide Trade-In Value calculations. While we believe this information is reliable, we are not responsible for and do not guarantee the accuracy or reliability of the information. Please see your local Ford dealer for information regarding actual trade-in availability and value.

#### S10.

AXZ Plan pricing, including AXZ Plan option pricing, is exclusively for eligible Ford Motor Company employees, friends and family-members of eligible employees, and Ford Motor Company eligible partners. Restrictions apply. See your Ford or Lincoln dealer for complete details and qualifications. Ford Motor Company reserves the right to modify the terms of AXZ Plan pricing or availability at any time. Some dealers may also chose not to participate in plan pricing Contact your local dealer to determine final pricing.

#### S11

EPA estimated city/highway mpg based on base engine/transmission configuration. Actual mileage will vary.

#### S12

Towing - Properly equipped.

#### \$13

For Dealer Ordered vehicles, the vehicle has already been ordered by the dealer and is in the process of being manufactured by the factory. If you are interested in the vehicle marked "Dealer Ordered", contact the dealership for a delivery estimate.

S14. The "estimated selling price" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability and actual price. The Estimated Selling Price shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

The "estimated capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Capitalized Cost shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Adjusted Capitalized Cost is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Capitalized Cost less Down Payment, Available Incentives, and Net Trade-in Amount.

516

Total MSRP is Base MSRP plus options, destination and delivery charges. Excludes taxes, title, and registration fees.

**S17** 

Destination Charges are associated with getting the vehicle from the manufacturer to the dealership. Prices listed are MSRP and are based on Information updated on this website from time to time.

S18. Acquisition Fee is a charge paid by the lessee to Ford Credit to help cover the cost of acquiring and servicing the account. Note2.

For Manufacturer Specific Disclosures See Below

1.

Starting MSRP excludes destination/delivery charge, taxes, title and registration. Optional equipment not included. Starting A, Z and X Plan price is for qualified, eligible customers and excludes document fee, destination/delivery charge, taxes, title and registration. Not all vehicles qualify for A, Z or X Plan. All Mustang Shelby GT350 and Shelby GT350R prices exclude gas guzzler tax.

2.

EPA-estimated city/hwy mpg. See fueleconomy.gov for fuel economy of other engine/transmission combinations. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation.

#### **DISCLOSURES ()**